

RIDER TO PURCHASE AND SALE AGREEMENT BETWEEN ROY C. SMITH, AS
TRUSTEE OF THE HIGH STREET PCRC TRUST, AS SELLER AND THE TOWN
OF ACTON, MASSACHUSETTS, AS BUYER

30. PURCHASE PRICE. Reference is made to a certain Comprehensive Development Agreement dated as of June 23, 1989 between the parties to this agreement (the "Development Agreement"), to be recorded with the Middlesex South Registry of Deeds. In the event that the Seller fails to perform its obligations under the Development Agreement and the conditions of Section 8.1 of that Agreement are satisfied, either the Option A Property or the Option B Property or both shall be conveyed to the Buyer, at the Buyer's option upon the terms and conditions contained herein. In the event of any such conveyance, the purchase price for the property so conveyed shall be determined in accordance with the provisions of Section 8.3 contained in the Development Agreement.
31. TIME FOR PERFORMANCE. The time for performance hereunder shall also be determined in accordance with the provisions of Section 8.1(f) of the Development Agreement.
32. INSURANCE. Until delivery of the deed, the Seller shall maintain insurance on both the Option A Property and the Option B Property in accordance with the provisions of Article VII of the Development Agreement.
33. NOTICE. Whenever by the terms of this Agreement notice shall or may be given either to the Buyer or to the Seller, such notice shall be deemed to have been given only if in writing and delivered or sent by registered or certified mail, postage prepaid, if intended for Seller to:

R. Smith Associates
292 Great Road
Acton, Massachusetts 01720

with a copy to:

Richard M. Cotter, Esq.
Wilson, Orcutt, Cotter & Greenberg, P.C.
201 Great Road
Acton, Massachusetts 01720

and if intended for the Buyer to:

The Town of Acton
Acton Town Hall
Acton, Massachusetts 01720
Attn: Town Manager

with a copy to:

Norman P. Cohen, Esq.
Palmer & Dodge
One Beacon Street
Boston, Massachusetts 02108

or to such other address as may be specified by either party
to the other by like notice. All notices shall be effective
when delivered or refused.

ROY C. SMITH
P.O. BOX 2840
BREWSTER, MASSACHUSETTS 02631
Telephone (508) 896-5906
FAX (508) 896-5906

FAX NO: 508 264-9630
DATE: 8/13/93
TO: John MURRAY
FROM: ROY SMITH / AUDUBON

Number of Pages, Including Cover Page:

SUBJECT: SENIOR CENTER LEASE LETTER/FAX 8/12/93

MESSAGE: *Dear John*
please add to the last
sentence of Revised PAR 8.4 after the word receipt
.... for review to insure that the daily flow
rate is not being exceeded ...

I thank Roy Smith

P.S John sorry to be operating from here, but
i broke two ribs on Sunday and will be
restricted from travel until Monday.

If you do not receive all of the pages or have other problems call
(508) 896-5906. Ask for _____ .



292 Great Road • Acton, MA 01720
Tel: (508) 263-0011 • Fax: (508) 635-0421

August 12, 1993

John Murray
Town of Acton
472 Main Street
Acton, MA 01720

Re: Your Letter of 15 July 1993

Dear John,

I have reviewed your letter and make the following comments:

Paragraph 1 Snow Removal - I find no mention of snow removal in the references you quoted. I have given your letter to the two attorneys involved in the original negotiations and have asked for their comments.

Paragraph 2 Your comments sound familiar. Do not forget the roads maintained by the condominium owners are also used by Acton citizens to get to the conservation land.

Paragraph 3 There never was any threat of canceling the South Phase. The South Phase recreational center and all access roads would have been completed. It is likely that the North Phase would not have been built.

There were several reasons on both sides that a compromise or revision to the program was appropriate:

1. The restricted units were not moving well because of the rules and regulations concerning resale--a very common problem throughout the Commonwealth when the real estate market collapsed.
2. The Town of Acton was faced with the loss of five (5) affordable units because funds were not available for their purchase nor for the down payment. I had extended the acceptance date on the first units and switched units in an attempt not to lose them.

The compromise, therefore, benefitted both parties. I received a more saleable product by changing the remaining restricted units into market units thus allowing contingency financing since we used sales receipts to continue construction. The Town of Acton received \$130,000 for the Housing Authority units that clearly would be lost under the existing agreement, a \$450,000 investment

in the Senior Center and an increase in the residential tax basis in excess of \$6,000,000 per year.

Paragraph 4 Septic - I believe, John, that the following facts are correct:

<u>Parcel</u>	<u>Design Capacity</u>	<u>Constructed Capacity</u>
Lot N	6,740	6,951
Lot S	7,700	<u>7,800</u>
		14,751

To make sure that you do not trip review of the system by the State, the system must total less than 15,000 gallons; therefore, we have at this time an excess of 249 gallons (15,000-14,751) gallons per day adjusted to 245 gallons per day to insure compliance. Included in the 6,740 gallons per day is 600 gallons per day for the Senior Center. Add to that the excess of 211 gallons (6,951-6,740) that presently exists and the center has available 811 gallons per day. If you add through construction the 245 gallons per day, the Senior Center will have available 1,056 gallons per day (600 + 211 + 245).

The Senior Center will base its occupancy on 811 gallons per day initially and 1,056 gallons per day with the approval of the design and construction of an expansion of the Lot N septic system to a maximum capacity of 7,196 gallons per day. The costs, of course, belong to the Town of Acton.

Paragraph 8.4 Septic - The tenant will have the 1,000 gallon kitchen grease traps, both located outside the building under the parking lot, cleaned every six months as a minimum. The 1,500 gallon septic tank located in the same general area will be cleaned once a year as a minimum. The landlord will be notified when such cleaning is scheduled. If during cleaning it is apparent that the duration between cleanings is too long, they will be cleaned more frequently. Occupancy is based on 811 gallons per day until the installation of additional trenches is complete increasing the number to a maximum of 1,056 gallons per day. The installation to increase the capacity by 245 gallons per day will be accomplished by the Town of Acton prior to 30 November 1993. Water bills for the Senior Center will be sent to the Audubon Hill North Condominium Association within ten (10) days of receipt.

Yours truly,

Roy C. Smith
Roy C. Smith

TOWN OF ACTON
472 Main Street
Acton, Massachusetts 01720
Telephone (508) 264-9612
Fax (508) 264-9630

John Murray
Assistant Town Manager

July 15, 1993

Roy Smith
R. Smith Associates
292 Great Road
Acton, MA 01720

Dear Roy,

We believe the snow removal question was fully addressed both in the Comprehensive Agreement (sections 5.2 & 5.3), and the lease (Article 7). The last full sentence in Section 5.2 of the Comprehensive Agreement states "Such Lease and Condominium Documents shall provide that in no event shall the Town be required to pay any form of condominium or common fees, special assessments or the like." We believe that a lease requiring the Town to maintain the parking lot and walkways free of snow is a special assessment or the like. Further, section 5.3 specifically states that "the Developer, or, following its creation, the Condominium Association, shall be responsible for the maintenance and repair of ... the grounds surrounding it (the senior center) at its sole expense". Article VII of the lease further defines the maintenance of the grounds to include the parking facilities.

I have inferred from your letter that there is an underlying theme that the residents of the complex are receiving less services and support from the Town than other citizens. I believe that it is time to set the record straight. The first point that I wish to address is your comment concerning the roadways of the development and property taxes. Property taxes are based upon the value of the property and not based upon the fact that the property is located on a private or public road. Also, the residents of your development enjoy the use of all the public roads in Acton (which in part are supported by the property tax), not just the roads located inside the development.

The second issue that I wish to address is lack of

support from the Town. As you and I are both aware, because of the cooperation of the Board of Selectmen, the Audubon Hill project was not cancelled during construction of the South Phase. Thereby, preserving the value of the units constructed early in the process, protecting those unit owners from the expense of finishing the required infrastructure, preserving the estimated unit condominium fee, and the Town obtaining a Senior Center. In my term with the Town, this has been the only project in which the Town, as an entity, has become intrinsically involved in rescuing the financing of a private business venture. Therefore, an argument could be constructed that members of the condominium associations have received an unprecedented amount of support from the Town, and support of this nature has not been awarded to any other citizen of the Town.

The final outstanding issue on appropriate seating level for the Senior Center dining operation is a real quagmire, with what I believe is an easy answer. The problem in a nutshell is that Title 5, does not specifically address a senior center flow rate. Therefore, your consultant chose a school with a cafeteria as the applicable flow rate (15 gal/seat). Our Health Department with guidance from DEP chose a Country Club flow rate, and I will allege that the correct flow rate should be "a large church with a kitchen" per the National Standard Plumbing Code (5-7 gal. per seat). Regardless of the standard finally selected, I believe the following language from section 5.3 of the agreement fulfills both our needs.

In the event the Town alters or expands its sewage demands for the Senior Center, such action shall be contingent upon Town approval and authorization of each action and shall be at no cost to the Condominium Association.

Sincerely Yours,

John Murray

"A"

RECEIVED
JUN 9 1980

GRANT OF RIGHT OF FIRST REFUSAL

Acton _____ HOUSING AUTHORITY (the "grantee") ACTON BOARD OF HEALTH

e, High Street PCRC _____ (the "grantor")

292 Great Road, Acton, MA _____ in consideration

\$ 5,000.00 _____, (the "deposit") grant to the Acton _____

sing Authority a Right of First Refusal to purchase _____

Unit #128 Audubon Lane, Phase II, Type A, 1090 sq. ft., 1 bedroom, 1 bath, 1 den,

living room/dining room combination, kitchen, one car garage (handicap)

ated in Audubon Hill, High Street, Acton _____ (the "property").

For grantor's title and a legal description of the property, see
deed recorded with the Middlesex _____ County
Registry of Deeds at Book 18611 _____, Page 437 _____.

18611

445 & Cert. of Title Book 1036, Pg. 179

Upon issuance of a valid certificate of occupancy for the property, the grantor shall offer in writing to sell said property to the grantee at the price of \$ 65,000.00 _____. Possession by the grantor of a valid certificate of occupancy for the property shall be a condition precedent to any such offer. Notice of such offer shall be addressed to the Acton _____ Housing Authority and to the Executive Office of Communities and Development, Housing Development Bureau. The notice referred to in this paragraph must be actual notice by certified mail, return receipt requested; constructive notice by recording or otherwise shall not constitute such actual notice.

The grantee shall exercise the Right of First Refusal granted hereunder by written notice to the grantor within thirty (30) days of the grantor's offer, as described in Paragraph 1 above. If such notice shall not be given within such time, this Right of First Refusal shall be deemed to have lapsed, and the grantee shall have no further rights hereunder. The exercise of such Right of First Refusal is expressly contingent upon the execution of a mutually-acceptable purchase and sale agreement for the property which shall be subject to the approval of the Executive office of Communities and Development. Said purchase and sale agreement may also serve as the written notice to the grantor required by this paragraph, if executed within the required thirty days.

Should the grantee elect not to exercise this Right of First Refusal or should this Right lapse as described in Paragraph 2 above, the deposit with interest thereon, shall be returned forthwith to the grantee. The deposit shall be held in escrow by the grantor's attorney in an interest-bearing account, with interest to the grantee upon transfer of title to the property to the grantee, and shall be applied to the purchase price upon such transfer.

The grantor hereby for him/them(selves), their heirs, executors, administrators, and assigns, hereby covenants and agrees, said covenants and agreements to run with the land until released by the grantee, or until 1 January 1991, whichever shall occur first and that title to said property described above shall not be transferred or assigned by the grantor by sale or otherwise in whole or in part to a third party without the same, ~~together with any improvements thereon, being first offered in writing to the grantee, as required herein.~~ The grantor shall immediately notify any such third party of the existence of this Right of First Refusal upon the grantor's receipt of any offer to transfer or assign title to the property. In the event that the grantor transfers or assigns said property by sale or otherwise in violation of this provision, the grantor shall immediately tender to the grantee a certified check in the amount of \$ 5,000.00 as liquidated damages in this matter and the grantor's attorney shall immediately return to the grantee the deposit with interest thereon.

5. The Grantee, by execution of this right of first refusal hereby acknowledges that the property is to be conveyed subject to and with the benefit of the Restriction Agreement Deed Rider, a copy of which is attached hereto and made a part hereof, and all of the terms, conditions and restrictions as set forth in the Master Deed and By-Laws of the Audubon Hill South and Audubon Hill North Condominium drafts of which have been delivered to and reviewed by the Grantee, but have yet to be recorded.

a. Each Unit is hereby restricted to residential use and occupancy by a senior citizen or to a senior citizen and his or her spouse. For purpose of this Master Deed, a senior citizen shall be defined as any person of age 55 or older.

b. Every sale, resale, or other conveyance of every Unit, whether by the Declarant, or its successors, and or assigns, shall be to a senior citizen, or to the son or daughter of a senior citizen, so long as the senior citizen occupies the Unit owned by his or her son or daughter.

c. Each Residential Unit shall be occupied by no more than two persons as a single-family residence.

It is understood and agreed that upon execution, this Grant of Right of First Refusal shall be recorded by the grantee with the Middlesex County Registry of Deeds.

Executed as a sealed instrument this 8th day of March 1989.

For the Grantor*:

Roy C. Smith

For the Grantee:

Mark W. Kessler

For the Executive Office of Communities and Development:

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss

March 8, 1989

Then personally appeared the above named Roy C. Smith and acknowledged the foregoing instrument to be his free act and deed, before me,

Elizabeth M. Geringer
Notary Public

Elizabeth M. Geringer
Notary Public

My Commission Expires December 16, 1994 My commission expires: Dec. 16, 1994

*Where title to the property is held in the name of a trust, corporation, or more than one individual, A Certificate of Authorization must be attached to the Document stating that the Grantor has voted to execute this Document and that the person signing the Document for the Grantor is so authorized.

LETTER OF DIRECTION

March 8, 1989

This Letter of Direction is given in conjunction with and as authority for the execution and delivery by ROY C. SMITH, TRUSTEE of HIGH STREET PCRC TRUST ("TRUSTEE"), of a Grant of Right of First Refusal from High Street PCRC Trust to the Acton Housing Authority for Unit 128 Audubon Lane, Audubon Hill, High Street, Acton, Massachusetts,) dated March 8, 1989, a copy of which is attached as "A". (RCS)

The undersigned, as sole Beneficiaries of HIGH STREET PCRC TRUST hereby direct that ROY C. SMITH as TRUSTEE of said Trust execute and deliver the attached Grant of First Refusal.

WITNESS:

Carol Wheeler

Carol Wheeler

Roy C. Smith
Roy C. Smith

Jean C. Smith
Jean C. Smith

COMMONWEALTH OF MASSACHUSETTS

County of Middlesex

On this 8th day of March, 1989, before me personally appeared ROY C. SMITH and JEAN C. SMITH to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

Elizabeth M. Grinew
Notary Public
My commission expires: Dec 16, 1994

Elizabeth M. Grinew

Notary Public

My Commission Expires December 16, 1994

CERTIFICATE

HIGH STREET PCRC TRUST

March 8, 1989

This certificate is given in conjunction with, and as authority for the execution and delivery by ROY C. SMITH, TRUSTEE of HIGH STREET PCRC TRUST ("TRUSTEE") of a Grant of Right of First Refusal from High Street PCRC Trust to the Acton Housing Authority for Unit 12⁸ Audubon Lane, Audubon Hill, High Street, Acton, Massachusetts, ^(RC's) a copy of which is Attached as "A".

ROY C. SMITH hereby certifies that ROY C. SMITH is the sole Trustee of HIGH STREET PCRC TRUST, that ROY C. SMITH and JEAN C. SMITH are all of the Beneficiaries of HIGH STREET PCRC TRUST, and that the Trustee is fully authorized and empowered to execute and deliver the attached Grant of First Refusal.

WITNESS:

Carol Wheeler

Roy C. Smith
Roy C. Smith

COMMONWEALTH OF MASSACHUSETTS
COUNTY OF MIDDLESEX

On this 8th day of March , 1989 before me personally appeared ROY C. SMITH and acknowledged the foregoing instrument to be his free act and deed.

Elizabeth M. Shimmer
Notary Public

My commission expires: Dec 16, 1994

Elizabeth M. Shimmer

Notary Public

My Commission Expires December 16, 1994

"A"

RECEIVED
JUN 6 1986

GRANT OF RIGHT OF FIRST REFUSAL

Acton HOUSING AUTHORITY (the "grantee") ACTON BOARD OF HEALTH

we, High Street PCRC Trust (the "grantor")

292 Great Road, Acton, MA in consideration

\$ 5,000.00, (the "deposit") grant to the Acton

using Authority a Right of First Refusal to purchase

Unit #4 Brewster Lane, Phase I, Type A, 1090 sq. ft., 1 bedroom, 2 baths, 1 den.

living room/dining room combination, kitchen, one car garage

located in Audubon Hill, High Street, Acton (the "property").

For grantor's title and a legal description of the property, see
deed recorded with the Middlesex County
Registry of Deeds at Book 18611, Page 437
18611 445 & Cert. of Title, Bk. 1036, Pg.179

Upon issuance of a valid certificate of occupancy for the property, the grantor shall offer in writing to sell said property to the grantee at the price of \$65,000.00. Possession by the grantor of a valid certificate of occupancy for the property shall be a condition precedent to any such offer. Notice of such offer shall be addressed to the Acton Housing Authority and to the Executive Office of Communities and Development, Housing Development Bureau. The notice referred to in this paragraph must be actual notice by certified mail, return receipt requested; constructive notice by recording or otherwise shall not constitute such actual notice.

The grantee shall exercise the Right of First Refusal granted hereunder by written notice to the grantor within thirty (30) days of the grantor's offer, as described in Paragraph 1 above. If such notice shall not be given within such time, this Right of First Refusal shall be deemed to have lapsed, and the grantee shall have no further rights hereunder. The exercise of such Right of First Refusal is expressly contingent upon the execution of a mutually-acceptable purchase and sale agreement for the property which shall be subject to the approval of the Executive office of Communities and Development. Said purchase and sale agreement may also serve as the written notice to the grantor required by this paragraph, if executed within the required thirty days.

Should the grantee elect not to exercise this Right of First Refusal or should this Right lapse as described in Paragraph 2 above, the deposit with interest thereon, shall be returned forthwith to the grantee. The deposit shall be held in escrow by the grantor's attorney in an interest-bearing account, with interest to the grantee upon transfer of title to the property to the grantee, and shall be applied to the purchase price upon such transfer.

The grantor hereby for him/them(selves), their heirs, executors, administrators, and assigns, hereby covenants and agrees, said covenants and agreements to run with the land until released by the grantee, or until 1 January 1991, whichever shall occur first and that title to said property described above shall not be transferred or assigned by the grantor by sale or otherwise in whole or in part to a third party without the same, together with any improvements thereon, being first offered in writing to the grantee, as required herein. The grantor shall immediately notify any such third party of the existence of this Right of First Refusal upon the grantor's receipt of any offer to transfer or assign title to the property. In the event that the grantor transfers or assigns said property by sale or otherwise in violation of this provision, the grantor shall immediately tender to the grantee a certified check in the amount of \$ 5,000.00 as liquidated damages in this matter and the grantor's attorney shall immediately return to the grantee the deposit with interest thereon.

5. The Grantee, by execution of this right of first refusal hereby acknowledges that the property is to be conveyed subject to and with the benefit of the Restriction Agreement Deed Rider, a copy of which is attached hereto and made a part hereof, and all of the terms, conditions and restrictions as set forth in the Master Deed and By-Laws of the Audubon Hill South and Audubon Hill North Condominium drafts of which have been delivered to and reviewed by the Grantee, but have yet to be recorded.

a. Each Unit is hereby restricted to residential use and occupancy by a senior citizen or to a senior citizen and his or her spouse. For purpose of this Master Deed, a senior citizen shall be defined as any person of age 55 or older.

b. Every sale, resale, or other conveyance of every Unit, whether by the Declarant, or its successors, and or assigns, shall be to a senior citizen, or to the son or daughter of a senior citizen, so long as the senior citizen occupies the Unit owned by his or her son or daughter.

c. Each Residential Unit shall be occupied by no more than two persons as a single-family residence.

- . It is understood and agreed that upon execution, this Grant of Right of First Refusal shall be recorded by the grantee with the Middlesex County Registry of Deeds.

Executed as a sealed instrument this 8th day of March 1989.

For the Grantor*:

Roy C. Smith

For the Grantee:

Mary M. Mueller

For the Executive Office of Communities and Development:

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss

March 8, 1989

Then personally appeared the above named Roy C. Smith and acknowledged the foregoing instrument to be his free act and deed, before me,

Elizabeth M. Grogan
Notary Public

Elizabeth M. Grogan
Notary Public

My Commission Expires December 16, 1994 - My commission expires: Dec. 16, 1994

*Where title to the property is held in the name of a trust, corporation, or more than one individual, A Certificate of Authorization must be attached to the Document stating that the Grantor has voted to execute this Document and that the person signing the Document for the Grantor is so authorized.

CERTIFICATE

HIGH STREET PCRC TRUST

March 8, 1989

This certificate is given in conjunction with, and as authority for the execution and delivery by ROY C. SMITH, TRUSTEE of HIGH STREET PCRC TRUST ("TRUSTEE") of a Grant of Right of First Refusal from High Street PCRC Trust to the Acton Housing Authority for Unit 4 PCG Brewster Lane, Audubon Hill, High Street, Acton, Massachusetts, a copy of which is Attached as "A".

ROY C. SMITH hereby certifies that ROY C. SMITH is the sole Trustee of HIGH STREET PCRC TRUST, that ROY C. SMITH and JEAN C. SMITH are all of the Beneficiaries of HIGH STREET PCRC TRUST, and that the Trustee is fully authorized and empowered to execute and deliver the attached Grant of First Refusal.

WITNESS:

Charles Wheeler

Roy C. Smith
Roy C. Smith

COMMONWEALTH OF MASSACHUSETTS
COUNTY OF MIDDLESEX

On this 8th day of March ___, 1989 before me personally appeared ROY C. SMITH and acknowledged the foregoing instrument to be his free act and deed.

Elizabeth M. Gingen
Notary Public
My Commission expires: Dec. 16, 1994
Elizabeth M. Gingen
Notary Public

My Commission Expires December 16, 1994

LETTER OF DIRECTION

March 8, 1989

This Letter of Direction is given in conjunction with and as authority for the execution and delivery by ROY C. SMITH, TRUSTEE of HIGH STREET PCRC TRUST ("TRUSTEE"), of a Grant of Right of First Refusal from High Street PCRC Trust to the Acton Housing Authority for Unit 4 Brewster Lane, Audubon Hill, High Street, Acton, Massachusetts, dated March 8, 1989, a copy of which is attached as "A". *RCS*

The undersigned, as sole Beneficiaries of HIGH STREET PCRC TRUST hereby direct that ROY C. SMITH as TRUSTEE of said Trust execute and deliver the attached Grant of First Refusal.

WITNESS:

Carol Wheeler
Carol Wheeler

Roy C. Smith
Roy C. Smith
Jean C. Smith
Jean C. Smith

COMMONWEALTH OF MASSACHUSETTS

County of Middlesex

On this 8th day of March, 1989, before me personally appeared ROY C. SMITH and JEAN C. SMITH to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

Elizabeth M. Gringeri
Notary Public

My commission expires: Dec. 16, 1994

Elizabeth M. Gringeri

Notary Public

My Commission Expires December 16, 1994

RECEIVED
JUN 9 1989

GRANT OF RIGHT OF FIRST REFUSAL

Acton _____ HOUSING AUTHORITY (the "grantee") **ACTON BOARD OF HEALTH**
ve, High Street PCRC Trust (the "grantor")
292 Great Road, Acton, MA in consideration
\$ 5,000.00, (the "deposit") grant to the Acton
using Authority a Right of First Refusal to purchase
Unit #25 Brewster Lane, Phase I, Type B, 1140 sq. ft., 1 bedroom, 1 bath, 1 den,
living room/dining room combination, kitchen, one car garage (handicap unit)
dated in Audubon Hill, High Street, Acton (the "property").

For grantor's title and a legal description of the property, see
e deed recorded with the Middlesex County
gistry of Deeds at Book 18611, Page 437
18611 445 & Cert. of Title Book 1036, Pg. 179

Upon issuance of a valid certificate of occupancy for the
property, the grantor shall offer in writing to sell said
property to the grantee at the price of \$65,000.00.
Possession by the grantor of a valid certificate of occupancy for
the property shall be a condition precedent to any such offer.
Notice of such offer shall be addressed to the Acton
Housing Authority and to the Executive Office of Communities and
Development, Housing Development Bureau. The notice referred to
in this paragraph must be actual notice by certified mail, return
receipt requested; constructive notice by recording or otherwise
shall not constitute such actual notice.

The grantee shall exercise the Right of First Refusal granted
hereunder by written notice to the grantor within thirty (30)
days of the grantor's offer, as described in Paragraph 1 above.
If such notice shall not be given within such time, this Right of
First Refusal shall be deemed to have lapsed, and the grantee
shall have no further rights hereunder. The exercise of such
Right of First Refusal is expressly contingent upon the execution
of a mutually-acceptable purchase and sale agreement for the
property which shall be subject to the approval of the Executive
office of Communities and Development. Said purchase and sale
agreement may also serve as the written notice to the grantor
required by this paragraph, if executed within the required
thirty days.

Should the grantee elect not to exercise this Right of First
Refusal or should this Right lapse as described in Paragraph 2
above, the deposit with interest thereon, shall be returned
forthwith to the grantee. The deposit shall be held in escrow by
the grantor's attorney in an interest-bearing account, with
interest to the grantee upon transfer of title to the property to
the grantee, and shall be applied to the purchase price upon such
transfer.

The grantor hereby for him/them(selves), their heirs, executors, administrators, and assigns, hereby covenants and agrees, said covenants and agreements to run with the land until released by the grantee, or until 1 January 1991, whichever shall occur first and that title to said property described above shall not be transferred or assigned by the grantor by sale or otherwise in whole or in part to a third party without the same, together with any improvements thereon, being first offered in writing to the grantee, as required herein. The grantor shall immediately notify any such third party of the existence of this Right of First Refusal upon the grantor's receipt of any offer to transfer or assign title to the property. In the event that the grantor transfers or assigns said property by sale or otherwise in violation of this provision, the grantor shall immediately tender to the grantee a certified check in the amount of \$ 5,000.00 as liquidated damages in this matter and the grantor's attorney shall immediately return to the grantee the deposit with interest thereon.

The Grantee, by execution of this right of first refusal hereby acknowledges that the property is to be conveyed subject to and with the benefit of the Restriction Agreement Deed Rider, a copy of which is attached hereto and made a part hereof, and all of the terms, conditions and restrictions as set forth in the Master Deed and By-Laws of the Audubon Hill South and Audubon Hill North Condominium drafts of which have been delivered to and reviewed by the Grantee, but have yet to be recorded.

a. Each Unit is hereby restricted to residential use and occupancy by a senior citizen or to a senior citizen and his or her spouse. For purpose of this Master Deed, a senior citizen shall be defined as any person of age 55 or older.

b. Every sale, resale, or other conveyance of every Unit, whether by the Declarant, or its successors, and or assigns, shall be to a senior citizen, or to the son or daughter of a senior citizen, so long as the senior citizen occupies the Unit owned by his or her son or daughter.

c. Each Residential Unit shall be occupied by no more than two persons as a single-family residence.

5. It is understood and agreed that upon execution, this Grant of Right of First Refusal shall be recorded by the grantee with the Middlesex County Registry of Deeds.

Executed as a sealed instrument this 8th day of March 1989.

For the Grantor:

Roy C. Smith

For the Grantee:

Martha M. Miller

For the Executive Office of Communities and Development:

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss

March 8, 1989

Then personally appeared the above named Roy C. Smith and acknowledged the foregoing instrument to be his free act and deed, before me,

Elizabeth M. Gringer
Notary Public

My Commission Expires December 16, 1994

Elizabeth M. Gringer
Notary Public
My commission expires: Dec. 16, 1994

*Where title to the property is held in the name of a trust, corporation, or more than one individual, A Certificate of Authorization must be attached to the Document stating that the Grantor has voted to execute this Document and that the person signing the Document for the Grantor is so authorized.

LETTER OF DIRECTION

March 8, 1989

This Letter of Direction is given in conjunction with and as authority for the execution and delivery by ROY C. SMITH, TRUSTEE of ~~HIGH STREET PCRC TRUST ("TRUSTEE")~~, of a Grant of Right of First Refusal from High Street PCRC Trust to the Acton Housing Authority for Unit 25 Brewster Lane, Audubon Hill, High Street, Acton, Massachusetts, dated March 8, 1989, a copy of which is attached as "A".

The undersigned, as sole Beneficiaries of HIGH STREET PCRC TRUST hereby direct that ROY C. SMITH as TRUSTEE of said Trust execute and deliver the attached Grant of First Refusal.

WITNESS:

Carol Wheeler

Carol Wheeler

Roy C. Smith
Roy C. Smith

Jean C. Smith
Jean C. Smith

COMMONWEALTH OF MASSACHUSETTS

County of Middlesex

On this 8th day of March, 1989, before me personally appeared ROY C. SMITH and JEAN C. SMITH to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

Elizabeth M. Gringeri
Notary Public

My commission expires: Dec. 16, 1994

Elizabeth M. Gringeri

Notary Public

My Commission Expires December 16, 1994

CERTIFICATE

HIGH STREET PCRC TRUST

March 8, 1989

This certificate is given in conjunction with, and as authority for the execution and delivery by ROY C. SMITH, TRUSTEE of HIGH STREET PCRC TRUST ("TRUSTEE") of a Grant of Right of First Refusal from High Street PCRC Trust to the Acton Housing Authority for Unit 25 Brewster Lane, Audubon Hill, High Street, Acton, Massachusetts, a copy of which is Attached as "A".

ROY C. SMITH hereby certifies that ROY C. SMITH is the sole Trustee of HIGH STREET PCRC TRUST, that ROY C. SMITH and JEAN C. SMITH are all of the Beneficiaries of HIGH STREET PCRC TRUST, and that the Trustee is fully authorized and empowered to execute and deliver the attached Grant of First Refusal.

WITNESS:

[Signature]

[Signature]
Roy C. Smith

COMMONWEALTH OF MASSACHUSETTS
COUNTY OF MIDDLESEX

On this 8th day of March __, 1989 before me personally appeared ROY C. SMITH and acknowledged the foregoing instrument to be his free act and deed.

[Signature]
Notary Public
My commission expires: Dec. 16, 1994

My Commission Expires: _____

RECEIVED
JUN 2 1989

GRANT OF RIGHT OF FIRST REFUSAL

O Acton HOUSING AUTHORITY (the "grantee") **ACTON BOARD OF HEALTH**
/we, High Street PCRC Trust (the "grantor")
f 292 Great Road, Acton, MA 01720 in consideration
f \$ 5,000.00, (the "deposit") grant to the Acton
ousing Authority a Right of First Refusal to purchase
Unit #2 Brewster Lane, Phase I, Type B, 1140 sq. ft., 1 bedroom, 2 baths, 1 den.
living room/dining room combination, kitchen, one car garage
located in Audubon Hill, High Street, Acton (the "property").

For grantor's title and a legal description of the property, see
the deed recorded with the Middlesex County
Registry of Deeds at Book 18611, Page 437
18611 445 & Cert. of Title Book 1036, Pg. 179

- Upon issuance of a valid certificate of occupancy for the property, the grantor shall offer in writing to sell said property to the grantee at the price of \$ 65,000.00. Possession by the grantor of a valid certificate of occupancy for the property shall be a condition precedent to any such offer. Notice of such offer shall be addressed to the Acton Housing Authority and to the Executive Office of Communities and Development, Housing Development Bureau. The notice referred to in this paragraph must be actual notice by certified mail, return receipt requested; constructive notice by recording or otherwise shall not constitute such actual notice.
- The grantee shall exercise the Right of First Refusal granted hereunder by written notice to the grantor within thirty (30) days of the grantor's offer, as described in Paragraph 1 above. If such notice shall not be given within such time, this Right of First Refusal shall be deemed to have lapsed, and the grantee shall have no further rights hereunder. The exercise of such Right of First Refusal is expressly contingent upon the execution of a mutually-acceptable purchase and sale agreement for the property which shall be subject to the approval of the Executive office of Communities and Development. Said purchase and sale agreement may also serve as the written notice to the grantor required by this paragraph, if executed within the required thirty days.

Should the grantee elect not to exercise this Right of First Refusal or should this Right lapse as described in Paragraph 2 above, the deposit with interest thereon, shall be returned forthwith to the grantee. The deposit shall be held in escrow by the grantor's attorney in an interest-bearing account, with interest to the grantee upon transfer of title to the property to the grantee, and shall be applied to the purchase price upon such transfer.

The grantor hereby for him/them(selves), their heirs, executors, administrators, and assigns, hereby covenants and agrees, said covenants and agreements to run with the land until released by the grantee, or until 1 January 1991, whichever shall occur first and that title to said property described above shall not be transferred or assigned by the grantor by sale or otherwise in whole or in part to a third party without the same, together with any improvements thereon, being first offered in writing to the grantee, as required herein. The grantor shall immediately notify any such third party of the existence of this Right of First Refusal upon the grantor's receipt of any offer to transfer or assign title to the property. In the event that the grantor transfers or assigns said property by sale or otherwise in violation of this provision, the grantor shall immediately tender to the grantee a certified check in the amount of \$ 5,000.00 as liquidated damages in this matter and the grantor's attorney shall immediately return to the grantee the deposit with interest thereon.

The Grantee, by execution of this right of first refusal hereby acknowledges that the property is to be conveyed subject to and with the benefit of the Restriction Agreement Deed Rider, a copy of which is attached hereto and made a part hereof, and all of the terms, conditions and restrictions as set forth in the Master Deed and By-Laws of the Audubon Hill South and Audubon Hill North Condominium drafts of which have been delivered to and reviewed by the Grantee, but have yet to be recorded.

a. Each Unit is hereby restricted to residential use and occupancy by a senior citizen or to a senior citizen and his or her spouse. For purpose of this Master Deed, a senior citizen shall be defined as any person of age 55 or older.

b. Every sale, resale, or other conveyance of every Unit, whether by the Declarant, or its successors, and or assigns, shall be to a senior citizen, or to the son or daughter of a senior citizen, so long as the senior citizen occupies the Unit owned by his or her son or daughter.

c. Each Residential Unit shall be occupied by no more than two persons as a single-family residence.

6. It is understood and agreed that upon execution, this Grant of Right of First Refusal shall be recorded by the grantee with the Middlesex County Registry of Deeds.

Executed as a sealed instrument this 8th day of March 1989.

For the Grantor*:

Roy C. Smith

For the Grantee:

Mark H. Mueller

For the Executive Office of Communities and Development:

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss

March 8, 1989

Then personally appeared the above named Roy C. Smith and acknowledged the foregoing instrument to be his free act and deed, before me,

Elizabeth M. Granger
Notary Public

Elizabeth M. Granger
Notary Public

My Commission Expires December 16, 1994

MY commission expires: Dec 16, 1994

*Where title to the property is held in the name of a trust, corporation, or more than one individual, A Certificate of Authorization must be attached to the Document stating that the Grantor has voted to execute this Document and that the person signing the Document for the Grantor is so authorized.

LETTER OF DIRECTION

March 8, 1989

This Letter of Direction is given in conjunction with and as authority for the execution and delivery by ROY C. SMITH, TRUSTEE of ~~HIGH STREET PCRC TRUST ("TRUSTEE")~~, of a Grant of Right of First Refusal from High Street PCRC Trust to the Acton Housing Authority for Unit 2 Brewster Lane, Audubon Hill, High Street, Acton, Massachusetts, dated March 8, 1989, a copy of which is attached as "A".

The undersigned, as sole Beneficiaries of HIGH STREET PCRC TRUST hereby direct that ROY C. SMITH as TRUSTEE of said Trust execute and deliver the attached Grant of First Refusal.

WITNESS:

Carol Wheeler

Carol Wheeler

Roy C. Smith
Roy C. Smith

Jean C. Smith
Jean C. Smith

COMMONWEALTH OF MASSACHUSETTS

County of Middlesex

On this 8th day of March, 1989, before me personally appeared ROY C. SMITH and JEAN C. SMITH to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

Elizabeth M. Gungor
Notary Public
My commission expires: DEC. 16, 1994

My Commission Expires December 16, 1994

CERTIFICATE

HIGH STREET PCRC TRUST

March 8, 1989

This certificate is given in conjunction with, and as authority for the execution and delivery by ROY C. SMITH, TRUSTEE of HIGH STREET PCRC TRUST ("TRUSTEE") of a Grant of Right of First Refusal from High Street PCRC Trust to the Acton Housing Authority for Unit 2 Brewster Lane, Audubon Hill, High Street, Acton, Massachusetts, (209) a copy of which is Attached as "A".

ROY C. SMITH hereby certifies that ROY C. SMITH is the sole Trustee of HIGH STREET PCRC TRUST, that ROY C. SMITH and JEAN C. SMITH are all of the Beneficiaries of HIGH STREET PCRC TRUST, and that the Trustee is fully authorized and empowered to execute and deliver the attached Grant of First Refusal.

WITNESS:

Carol Wheeler

Roy C. Smith
Roy C. Smith

COMMONWEALTH OF MASSACHUSETTS
COUNTY OF MIDDLESEX

On this 8th day of March , 1989 before me personally appeared ROY C. SMITH and acknowledged the foregoing instrument to be his free act and deed.

Elizabeth M. Gringeri
Notary Public
My commission expires: Dec. 16, 1994

Elizabeth M. Gringeri
Notary Public

My Commission Expires December 16, 1994

"A"

GRANT OF RIGHT OF FIRST REFUSAL

RECEIVED
JUN 6

1. Acton HOUSING AUTHORITY (the "grantee")
/we, High Street PCRC Trust (the "grantor")
2. 292 Great Road, Acton, MA 01720 in consideration
of \$ 5,000.00, (the "deposit") grant to the Acton
Housing Authority a Right of First Refusal to purchase
Unit #126 Audubon Lane, Phase II, Type B, 1140 sq. ft., 1 bedroom, 2 baths, 1 den,
living room/dining room combination, kitchen, one car garage
located in Audubon Hill, High Street, Acton (the "property").

For grantor's title and a legal description of the property, see
the deed recorded with the Middlesex County
Registry of Deeds at Book 18611, Page 437 & Cert. of Title #181329
Book 18611 Page 445 Book 1036, Page 179

3. Upon issuance of a valid certificate of occupancy for the property, the grantor shall offer in writing to sell said property to the grantee at the price of \$65,000.00. Possession by the grantor of a valid certificate of occupancy for the property shall be a condition precedent to any such offer. Notice of such offer shall be addressed to the Acton Housing Authority and to the Executive Office of Communities and Development, Housing Development Bureau. The notice referred to in this paragraph must be actual notice by certified mail, return receipt requested; constructive notice by recording or otherwise shall not constitute such actual notice.
4. The grantee shall exercise the Right of First Refusal granted hereunder by written notice to the grantor within thirty (30) days of the grantor's offer, as described in Paragraph 1 above. If such notice shall not be given within such time, this Right of First Refusal shall be deemed to have lapsed, and the grantee shall have no further rights hereunder. The exercise of such Right of First Refusal is expressly contingent upon the execution of a mutually-acceptable purchase and sale agreement for the property which shall be subject to the approval of the Executive office of Communities and Development. Said purchase and sale agreement may also serve as the written notice to the grantor required by this paragraph, if executed within the required thirty days.
5. Should the grantee elect not to exercise this Right of First Refusal or should this Right lapse as described in Paragraph 2 above, the deposit with interest thereon, shall be returned forthwith to the grantee. The deposit shall be held in escrow by the grantor's attorney in an interest-bearing account, with interest to the grantee upon transfer of title to the property to the grantee, and shall be applied to the purchase price upon such transfer.

- The grantor hereby for him/them(selves), their heirs, executors, administrators, and assigns, hereby covenants and agrees, said covenants and agreements to run with the land until released by the grantee, or until 1 January 1991, whichever shall occur first and that title to said property described above shall not be transferred or assigned by the grantor by sale or otherwise in whole or in part to a third party without the same, ~~together with any improvements thereon, being first offered in writing to the grantee, as required herein.~~ The grantor shall immediately notify any such third party of the existence of this Right of First Refusal upon the grantor's receipt of any offer to transfer or assign title to the property. In the event that the grantor transfers or assigns said property by sale or otherwise in violation of this provision, the grantor shall immediately tender to the grantee a certified check in the amount of \$ 5,000.00 as liquidated damages in this matter and the grantor's attorney shall immediately return to the grantee the deposit with interest thereon.
5. The Grantee, by execution of this right of first refusal hereby acknowledges that the property is to be conveyed subject to and with the benefit of the Restriction Agreement Deed Rider, a copy of which is attached hereto and made a part hereof, and all of the terms, conditions and restrictions as set forth in the Master Deed and By-Laws of the Audubon Hill South and Audubon Hill North Condominium drafts of which have been delivered to and reviewed by the Grantee, but have yet to be recorded.
- a. Each Unit is hereby restricted to residential use and occupancy by a senior citizen or to a senior citizen and his or her spouse. For purpose of this Master Deed, a senior citizen shall be defined as any person of age 55 or older.
- b. Every sale, resale, or other conveyance of every Unit, whether by the Declarant, or its successors, and or assigns, shall be to a senior citizen, or to the son or daughter of a senior citizen, so long as the senior citizen occupies the Unit owned by his or her son or daughter.
- c. Each Residential Unit shall be occupied by no more than two persons as a single-family residence.

5. It is understood and agreed that upon execution, this Grant of Right of First Refusal shall be recorded by the grantee with the Middlesex County Registry of Deeds.

Executed as a sealed instrument this 8th day of March 1989.

For the Grantor*:

Roy C. Smith

For the Grantee:

Marion M. Heister

For the Executive Office of Communities and Development:

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss

March 8, 1989

Then personally appeared the above named Roy C. Smith and acknowledged the foregoing instrument to be his free act and deed, before me,

Elizabeth M. Geringer
Notary Public

Elizabeth M. Geringer

Notary Public

My Commission Expires December 16, 1994

My commission expires: Dec 16, 1994

*Where title to the property is held in the name of a trust, corporation, or more than one individual, A Certificate of Authorization must be attached to the Document stating that the Grantor has voted to execute this Document and that the person signing the Document for the Grantor is so authorized.

LETTER OF DIRECTION

March 8, 1989

This Letter of Direction is given in conjunction with and as authority for the execution and delivery by ROY C. SMITH, TRUSTEE of HIGH STREET PCRC TRUST ("TRUSTEE"), of a Grant of Right of First Refusal from High Street PCRC Trust to the Acton Housing Authority for Unit 126 Audubon Lane, Audubon Hill, High Street, Acton, Massachusetts, dated March 8, 1989, a copy of which is attached as "A".

The undersigned, as sole Beneficiaries of HIGH STREET PCRC TRUST hereby direct that ROY C. SMITH as TRUSTEE of said Trust execute and deliver the attached Grant of First Refusal.

WITNESS:

Carol Wheeler
Carol Wheeler

Roy C. Smith
Roy C. Smith
Jean C. Smith
Jean C. Smith

COMMONWEALTH OF MASSACHUSETTS

County of Middlesex

On this 8th day of March, 1989, before me personally appeared ROY C. SMITH and JEAN C. SMITH to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

Elizabeth M. Gungor
Notary Public
My commission expires: Dec. 16, 1994

Elizabeth M. Gungor

Notary Public

My Commission Expires December 16, 1994

CERTIFICATE

HIGH STREET PCRC TRUST

March 8, 1989

This certificate is given in conjunction with, and as authority for the execution and delivery by ROY C. SMITH, TRUSTEE of HIGH STREET PCRC TRUST ("TRUSTEE") of a Grant of Right of First Refusal from High Street PCRC Trust to the Acton Housing Authority for Unit 126 Audubon Lane, Audubon Hill, High Street, Acton, Massachusetts, a copy of which is Attached as "A".

ROY C. SMITH hereby certifies that ROY C. SMITH is the sole Trustee of HIGH STREET PCRC TRUST, that ROY C. SMITH and JEAN C. SMITH are all of the Beneficiaries of HIGH STREET PCRC TRUST, and that the Trustee is fully authorized and empowered to execute and deliver the attached Grant of First Refusal.

WITNESS:

Carol Whalen

Roy C. Smith
Roy C. Smith

COMMONWEALTH OF MASSACHUSETTS
COUNTY OF MIDDLESEX

On this 8th day of March , 1989 before me personally appeared ROY C. SMITH and acknowledged the foregoing instrument to be his free act and deed.

Elizabeth M. Granger
Notary Public
My commission expires: Dec 16, 1994

Elizabeth M. Granger

Notary Public

My Commission Expires December 16, 1994

EXHIBIT H

LEASE

This instrument is an Indenture of Lease between ROY C. SMITH, as Trustee of the HIGH STREET PCRC TRUST u/d/t/ dated March 5, 1985, recorded with the Middlesex South Registry of Deeds at Book 18611, Page 409 and with the Middlesex South Registry District of the Land Court as Document No. 758061 (the "Landlord"), and the TOWN OF ACTON, MASSACHUSETTS, a Massachusetts municipal corporation acting by and through its Board of Selectmen (the "Tenant").

The parties to this instrument hereby agree with each other as follows:

ARTICLE I

SUMMARY OF BASIC LEASE PROVISIONS

1.1 BASIC DATA

Date:	June __, 1989
Landlord:	Roy C. Smith, as Trustee of the High Street PCRC Trust
Present Mailing Address of Landlord:	292 Great Road Acton, Massachusetts 01720
Tenant:	Town of Acton
Present Mailing Address of Tenant:	Acton Town Hall Acton, Massachusetts 01720 Attn: Town Manager
Leased Premises:	The Landlord's building to be constructed in accordance with the Plan referenced as Exhibit 1 to a Special Permit granted by the Town of Action Planning Board to the Landlord on March 4, 1989 (the "Building"), the approximately 1.66 acres of land (the "Lot") on which the Building is located, commonly known as the Town of Acton Senior Center, a common area located in the Audubon Hill South Condominium, Acton, Massachusetts 01720, together with all appurtenances thereto

and fixtures thereon, including the Parking Lot. The Building, Lot, appurtenances and fixtures are collectively referred to herein as the "Leased Premises".

Initial Lease Term:

Ninety nine (99) calendar years (plus the partial calendar month, if any, following the Commencement Date).

Option to Extend:

Tenant has the option to extend the term of this Lease for an additional ninety nine (99) years on the terms set forth in Section 3.4.

Annual Rent:

One Dollar (\$1.00) per year.

Commencement Date:

As determined pursuant to Section 3.1.

Permitted Use:

The Building may be used as a center for the use of all Senior Citizens who reside in the Town of Acton and uses incidental thereto, and such other uses which conform, as of right or otherwise, with the zoning laws of the Town of Acton, Massachusetts from time to time applicable thereto.

1.2 ENUMERATION OF EXHIBITS

Exhibit A:

Plan showing the planned configuration and location of the Building and the Lot.

ARTICLE II

2.1 DEMISE AND LOCATION OF PREMISES

The Landlord hereby leases to the Tenant, and the Tenant hereby accepts from the Landlord, the premises (the "Premises") described in Section 1.1 as the Leased Premises. Attached hereto as Exhibit A is a plan showing the planned location of the Building and the Lot.

ARTICLE III

TERM OF LEASE

3.1 COMMENCEMENT DATE

The original term (the "Term" or "Lease Term") of this Lease shall be for the period specified in Section 1.1 as the Lease Term. If Section 1.1 provides for a fixed Commencement Date, then the Commencement Date of the term hereof shall be such date. Otherwise, the term of this Lease shall commence on, and the Commencement Date shall be, the first to occur of:

- (a) the date on which the Premises shall be deemed ready for occupancy, as defined in Section 3.2 below; or
- (b) the date upon which Tenant commences beneficial use of the Premises.

Tenant shall, in all events, be treated as having commenced beneficial use of the Premises when it begins to move into the Premises furniture and equipment for its regular business operations.

As soon as may be convenient after the Commencement Date has been determined, Landlord and Tenant agree to join with each other in the execution, in recordable form, of a written Declaration in which the Commencement Date and specified term of this Lease shall be stated.

3.2 PREPARATION OF PREMISES FOR OCCUPANCY

The Premises shall be deemed ready for occupancy on the date on which (i) the Premises, together with sufficient facilities for reasonable access and service thereto, have been completed, except for items of work and mechanical adjustment of equipment and fixtures which because of season or weather or nature of the item cannot practicably be done at the time or are not necessary to make the Premises reasonably tenantable for its Permitted Use; and (ii) there has been delivered to Tenant both a registered architect's or engineer's certificate of such completion, and a certificate of occupancy covering the Premises (temporary or permanent) issued by the governmental authority having jurisdiction thereof.

Landlord shall complete as soon as conditions practicably permit all items of work excepted under the above paragraph and Tenant shall not use the Premises in such manner as to increase the cost of such completion.

3.3 TENANT'S CANCELLATION OPTION

The parties agree that Tenant shall have the exclusive option to terminate this Lease upon not less than one year's prior written notice to Landlord, such termination to be effective and such option to be exercised as hereinafter provided. To exercise such option, Tenant shall give written notice to Landlord of the election of such option to terminate, which notice shall specify the effective date of such termination; such termination date shall be no sooner than one year after the date of such notice. If Tenant gives such notice, the rights and obligations of the parties shall cease as of the termination date specified in such notice and rent shall be adjusted as of such termination date.

3.4 EXTENSION OPTION

If the Tenant is not in default hereunder, the Tenant shall have the right to extend the Term of this Lease for one ninety-nine (99) year extension to the Term, provided that on or before the date nine (9) months prior to the expiration of the original Lease Term, the Tenant gives written notice of its election to extend this Lease upon the same terms, covenants and conditions contained in this Lease.

ARTICLE IV

RENT AND OTHER CHARGES

4.1 RENT

Tenant shall pay to Landlord Annual Rent, in arrears, on the second day of each calendar year during the Lease Term. Payments of Annual Rent shall be made to Landlord, at Landlord's mailing address or at such other place as Landlord shall from time to time designate by written notice to Tenant.

Landlord and Tenant acknowledge that it is the intention that use of the Building and lot be a gift from Jean and Roy Smith in memory of their parents Arthur and Anna Cloonan, and John and Karin Smith, all of Holden, Massachusetts. Tenant agrees that Landlord may erect or cause to be erected a plaque located on the Leased Premises substantially to such effect.

4.2 TENANT TO PAY REAL ESTATE TAXES

Tenant shall be responsible for the payment before the same become delinquent, of all real estate taxes and taxes in the nature of real estate taxes (the "Taxes") upon the Building and the Lot, even if the Landlord shall construct an addition to the Building or construct an additional structure or structures on the Lot; provided, however, that the Town

may seek the full or partial abatement of Taxes on the Leased Premises, for so long as the Tenant occupies any part of the Premises. However, if authorities having jurisdiction assess real estate taxes, which Tenant deems excessive, Tenant may defer compliance therewith to the same extent permitted by the laws of the jurisdiction in which the same are located, so long as the validity or amount thereof is contested by Tenant in good faith, and so long as Tenant's occupancy of the Premises is not disturbed.

ARTICLE V

USE OF THE PREMISES

5.1 PERMITTED USES

The Tenant shall use the Premises only for the Permitted Use specified in Section 1.1. The Landlord warrants that as of the Commencement Date the use of the Premises as a senior citizens' center is permitted as of right by all applicable laws and regulations, including the applicable building and zoning codes and that there exist no deed restrictions or other restrictions as to the use of the Premises for the above-mentioned purposes. The Landlord warrants that it has full right and lawful authority to enter into this Lease, that this Lease has been duly authorized pursuant to the applicable trust documents and that it has good and marketable record title to the Premises. If any law, ordinance or regulation, or deed restriction or other restriction at any time prohibits the Permitted Use referred to in Section 1.1, then the Tenant may, at its option, terminate this Lease upon notice to the Landlord without prejudice to any other rights the Tenant may have at law or in equity.

The Tenant shall not commit, or suffer to be committed any waste upon the Premises or any public or private nuisance.

5.2 ALTERATIONS

The Tenant may, at its own expense, place office and trade fixtures, office equipment and the like in the Premises and make alterations, improvements, or additions to the Premises provided such work shall be performed in a good and workmanlike manner employing materials of good quality and in compliance with laws, rules, orders and regulations of governmental authorities having jurisdiction thereof. Furthermore, should the Tenant require sewage discharge capability in excess of that contemplated in the Plan for the Senior Center, the Tenant shall, at its own expense, obtain all necessary permits for and perform or cause to be performed the connection of the Building to the applicable public sewage system. All alterations, additions and improvements made by the Tenant to the Premises shall remain

therein and, at termination of the Lease, shall be surrendered as a part thereof, except for fixtures and equipment installed at the Tenant's cost, which fixtures and equipment may be removed by the Tenant. The Tenant shall, at Tenant's own expense, promptly repair all damage to the Premises or the Building resulting from any such removal. The Tenant shall not be required to redecorate the Premises at the termination of this Lease.

ARTICLE VI

ASSIGNMENT AND SUBLETTING

6.1 PERMITTED ASSIGNMENT AND SUBLETTING

The Tenant may not assign or otherwise transfer this Lease or any interest herein, or sublet, without the prior written consent of the Landlord, except the Tenant may assign this Lease to another municipal or quasi-municipal agency or organization without the Landlord's consent.

In the event of an assignment of this Lease by the Tenant, the Landlord shall execute an agreement with the assignee whereby the assignee agrees directly with the Landlord to be bound by all Tenant obligations hereunder and by the execution of such agreement, the Tenant shall be released of all liability for Tenant obligations under this Lease.

ARTICLE VII

RESPONSIBILITY FOR REPAIRS

7.1 REPAIRS

Except as otherwise provided in this Article VII, from and after the Commencement Date, and until the end of the Lease Term, the Tenant shall keep the interior of the Premises (including ceilings, interior walls, windows and window glass, and floors of the Premises and all sanitary and toilet facilities in the Premises) in good order, condition and repair, reasonable wear and tear and damage by fire or casualty and repairs made necessary as a result of a taking by condemnation or right of eminent domain and matters for which Landlord is responsible hereunder only excepted; and shall keep in good order, condition and repair the plumbing, electrical, lighting, heating, ventilating equipment, air-conditioning and other mechanical equipment of the Building and all utility lines, wires, pipes, ducts and conduits serving the Building; and the Tenant shall surrender the Premises at the end of the Lease Term in such condition.

The Landlord shall keep in good order, condition and repair the roof and exterior of the Building, the foundation of the Building, the structural elements of the Building and of the Premises, and the parking facilities on the Lot, and shall be responsible for all other repairs except those required to be made by the Tenant. Furthermore, the Landlord shall maintain and landscape the grounds in a manner consistent with the balance of the Audubon Hill project and a certain Conservation Restriction executed by the Landlord placed on property which includes the Lot.

ARTICLE VIII

UTILITIES

8.1 LANDLORD'S COVENANT

Landlord covenants that at the commencement of the Lease Term the plumbing, electrical, lighting, ventilating and heating equipment will all be in good mechanical and operating condition, and that the heating equipment will be of sufficient capacity to heat the Leased Premises at 70 degrees Fahrenheit when the outside temperature is 0 degrees Fahrenheit or above.

8.2 HEAT, VENTILATION AND AIR CONDITIONING

The Tenant shall be responsible for paying all costs of electricity and other utilities used by the systems providing heating and ventilation to the Building.

8.3 WATER, ELECTRICITY, OTHER UTILITIES

The water, septic sewer, electricity and other utilities furnished to the Premises, including electricity used in heating and ventilating the Premises, and other utilities shall be separately metered. The Tenant shall pay directly to the supplier of such utility services the cost of such utilities consumed in the Premises.

8.4 SEWER

In the event that the Tenant elects to connect the Building with the appropriate public sewage system as provided in Section 5.2 hereof, the Tenant agrees to pay directly to the supplier of such utility service the cost of such utilities consumed in the Premises.

ARTICLE IX

INSURANCE AND INDEMNITY

9.1 TENANT'S LIABILITY INSURANCE

The Tenant agrees to maintain in full force from the date upon which the Tenant first enters the Premises for any reason, throughout the Lease Term, and thereafter so long as the Tenant is in occupancy of any part of the Premises, a ~~policy of comprehensive general liability insurance, written~~ on an occurrence basis and including broad form contractual liability coverage insuring against all claims for injury to or death of persons or damage to property on or about the Premises or arising out of the use of the Premises, and under which the Landlord is named as an additional insured.

The minimum combined single limit of liability of such insurance shall be one million dollars (\$1,000,000) per occurrence.

Such insurance coverage shall be effected upon terms reasonably available with insurers authorized to do business in Massachusetts and under valid and enforceable policies which shall be non-amendable and non-cancellable without ten days' prior notice to the respective insureds. Upon the request of the Landlord, a duplicate original policy or certificate of such policy shall be delivered to the Landlord.

9.2 CASUALTY INSURANCE

The Tenant shall procure, keep in force, and pay for, at its sole expense, an All Risk (Open Perils) policy of insurance upon the Building and its fixtures and other equipment, including fire and extended coverage, and in any event in an amount at least equal to the full replacement cost of the Building, subject to appropriate co-insurance requirements, as well as insurance against breakdown of boilers and other machinery as customarily insured against, under which the Landlord is named as an additional insured and to supply to the Landlord from time to time certificates of all such insurance issued by or on behalf of the insurers named therein by a duly authorized agent.

9.3 NON-SUBROGATION

Insofar as, and to the extent that, the following provision may be effective without invalidating or making it impossible to secure insurance coverage obtainable from responsible insurance companies (even though extra premium may result therefrom), the Landlord and the Tenant mutually agree that, with respect to any hazard which is covered by insurance required to be carried by them hereunder, respectively, the one carrying such insurance and suffering

such loss releases the other of and from any and all claims with respect to such loss; and they further mutually agree that their respective insurance companies shall have no right of subrogation against the other on account thereof. In the event that extra premium is payable by either party as a result of this provision, the other party shall reimburse the party paying such extra premium. If, at the request of one party, this release and non-subrogation provision is waived then the obligation of reimbursement shall cease for such period of time as such waiver shall be effective. If the release of either party provided above shall contravene any law with respect to exculpatory agreements, the liability of the party for whose benefit such release was intended shall remain but shall be secondary to that of the other party's insurer.

9.4 TENANT'S INDEMNITY

Except to the extent caused by any act, fault, omission, misconduct or negligence of Landlord or Landlord's agents or employees, Tenant agrees to indemnify and save harmless the Landlord from and against all claims, expenses, or liability of whatever nature (a) arising from any act, omission, or negligence of Tenant, Tenant's contractors, licensees, agents, servants, employees, or customers or (b) arising directly or indirectly from any occurrence, accident, injury, or damage, however caused, to any person or property on or about the Premises.

The foregoing indemnity and hold harmless agreement shall include indemnity against all costs, expenses, and liabilities incurred in connection with any such claim or proceeding brought thereon, and the defense thereof with counsel acceptable to Landlord or counsel selected by an insurance company that has accepted liability for any such claim.

9.5 LANDLORD'S INDEMNITY

The Landlord shall indemnify and save harmless the Tenant and its Board of Selectmen, officers, agents and employees from and against all claims, expenses (including, without limitation, attorney's fees) or liability of whatever nature arising: (a) from any act, fault, omission, misconduct or negligence of the Landlord, or the Landlord's contractors, licensees, agents, servants or employees; or (b) directly or indirectly out of default by the Landlord under any of the terms or covenants of this Lease; provided, however, that in no event shall the Landlord be obligated under this Section 9.5 to indemnify the Tenant, its Selectmen, officers, agents and employees, where such claim, expense or liability arose from any act, omission, fault, negligence or other misconduct of the Tenant or such persons on or about the Premises or the Building.

This indemnity and hold harmless agreement shall include indemnity against all expenses and liabilities incurred in or in connection with any such claim or proceeding brought thereon, and the defense thereof (with counsel reasonably acceptable to the Landlord).

ARTICLE X

LANDLORD'S ACCESS TO PREMISES

10.1 LANDLORD'S RIGHT OF ACCESS

The Landlord shall have the right to enter the Premises during normal business hours upon reasonable prior notice to the Tenant, and in the event of an emergency at any hour without notice, for the purpose of making repairs to the same, and the Landlord shall also have the right to make access available during normal business hours upon reasonable prior notice to the Tenant to prospective or existing mortgagees or purchasers of the Premises. The Rent and all other charges payable hereunder shall abate for any period and to the extent that any portion of the Premises is made untenable by such activity.

ARTICLE XI

CASUALTY

11.1 DEFINITION OF "SUBSTANTIAL DAMAGE" AND "PARTIAL DAMAGE."

The term "substantial damage" as used herein, shall refer to damage which is of such a character that the same cannot, in the Tenant's reasonable opinion, be reasonably expected to be repaired within forty-five (45) days from the time that such work would commence. Any damage which is not "substantial damage" is "partial damage."

11.2 PARTIAL DAMAGE TO THE BUILDING

If during the Lease Term there shall be partial damage to the Building by fire or other casualty, the Landlord shall promptly proceed to restore the Building to substantially the condition in which it was immediately prior to the occurrence of such damage and shall diligently pursue such restoration, to the extent insurance proceeds are available therefor.

11.3 SUBSTANTIAL DAMAGE TO THE BUILDING

If during the Lease Term there shall be substantial damage to the Building by fire or other casualty and if such damage shall unreasonably interfere with the Tenant's use of

the Premises as contemplated by this Lease, the Landlord shall promptly and diligently proceed to restore, or cause to be restored, the Building to substantially the same condition in which it was immediately prior to the occurrence of such damage, to the extent insurance proceeds are available therefor, unless Tenant, within thirty (30) days after the occurrence of such damage, shall give notice to the Landlord of its election to terminate this Lease. If Tenant shall give such notice, then this Lease shall terminate as of the date of such notice with the same force and effect as if such date were the date originally established as the expiration date hereof.

11.4 ABATEMENT OF RENT

If during the Lease Term the Building or the Premises shall be damaged by fire or other casualty and if such damage shall interfere with the Tenant's use of the Premises as contemplated by this Lease, the Rent and all other charges payable hereunder, or a fair and just proportion thereof, according to the nature and extent of such loss of use, shall be suspended or abated until the Building or the Premises, as the case may be, are restored as provided in this Article XI.

ARTICLE XII

EMINENT DOMAIN

12.1 RIGHTS OF TERMINATION FOR TAKING

If the Building, the Lot or a portion thereof shall be taken by condemnation or right of eminent domain (including a temporary taking) and if such taking shall be such as in the ordinary course would interfere with the Tenant's use of the Premises for the purposes leased hereunder (including, without limitation, interference with the use of Tenant's Parking Spaces), the Tenant shall have the right to terminate this Lease by notice to the Landlord of its desire to do so, provided that such notice is given not later than thirty (30) days after the effective date of such taking.

Should any part of the Building, the Lot or any portion thereof be so taken and should this Lease be not terminated in accordance with the foregoing provisions, the Landlord shall with all reasonable diligence, restore the Building to an architectural unit that is reasonably suitable to the uses of the Tenant and to the extent applicable, provide replacement parking facilities substantially equal in size and, to the extent possible, accessibility, to those parking facilities taken, to the extent of proceeds available therefor. If the Landlord shall not have completed such restoration work to the extent necessary to enable the Tenant to use the Premises for the purposes and in the manner contemplated by

this Lease by the expiration of ninety (90) days after the effective date of such taking, then the Tenant may terminate this Lease by notice to the Landlord with the same force and effect as if such date were the date originally established as the expiration date hereof.

12.2 ABATEMENT OF RENT

In the event of a taking described in Section 12.1, the Rent and all other charges payable hereunder, or a fair and just proportion thereof according to the nature and extent of the Tenant's loss of use shall be suspended or abated until the Premises are restored as provided in this Article XII.

12.3 AWARD

The Landlord and Tenant shall have the right to recover for damages to the Building and the Land and the leasehold interest hereby created, and to compensation accrued or hereafter to accrue by reason of such taking, as their respective interests may appear. Nothing contained herein, however, shall be construed to prevent the Tenant from prosecuting in any condemnation proceeding a claim for the value of the Tenant's trade fixtures and for relocation expenses.

ARTICLE XIII

DEFAULT

13.1 TENANT'S DEFAULT

If:

(a) the Tenant shall fail to pay the Rent or other charges on or before the date on which the same becomes due and payable and the same continues for thirty (30) days after notice from the Landlord thereof, or

(b) the Tenant shall fail to perform or observe any other term or condition contained in this Lease and the Tenant shall not cure such failure within sixty (60) days after notice from the Landlord thereof and promptly and diligently complete the curing of the same (or unless such failure is of such a nature that it cannot be cured within sixty days, in which case no default shall occur so long as Tenant shall commence the curing of the failure within such sixty-day period and shall thereafter promptly and diligently complete the curing of the same), then, and in any of such cases, the Landlord may, immediately or at any time thereafter while such failure continues, terminate this Lease by giving notice of termination to the Tenant. The Tenant covenants and agrees, notwithstanding such termination

of this Lease, to pay and be liable for, on the days originally fixed herein and for the payment thereof, amounts equal to the several installments of rent and other charges reserved as they would, under the terms of this Lease, become due if this Lease had not been terminated, but in the event the Premises or any part thereof shall be relet by the Landlord, the Tenant shall be entitled to a credit equal to the net amount of rent received by the Landlord in reletting, determined as follows:

Amounts received by the Landlord from reletting and for the remainder of what would have been the Lease Term had the Tenant fully complied with the terms of this Lease (and no other special event allowing termination had occurred) shall be credited against the Tenant's obligations as of each day when a payment would fall due under this Lease, and only the net amount thereof, if any, shall be payable by the Tenant. In the event of such termination, the Landlord agrees to use reasonable efforts to relet the Premises promptly and upon such terms as to minimize the Tenant's damages hereunder.

ARTICLE XIV

MISCELLANEOUS PROVISIONS

14.1 WAIVER

Failure on the part of the Landlord or the Tenant to complain of any action or non-action on the part of the other, no matter how long the same may continue, shall never be a waiver by the Tenant or the Landlord, respectively, of any of the other's rights hereunder. Further, no waiver at any time of any of the provisions hereof by the Landlord or the Tenant shall be construed as a waiver of any of the other provisions hereof, and a waiver at any time of any of the provisions hereof shall not be construed as a waiver at any subsequent time of the same provisions. The consent or approval of the Landlord or the Tenant to or of any action by the other requiring such consent or approval shall not be construed to waive or render unnecessary the Landlord's or the Tenant's consent or approval to or of any subsequent similar act by the other.

14.2 COVENANT OF QUIET ENJOYMENT

Subject to the terms and provisions of this Lease and on payment of the Rent and compliance with all of the terms and provisions of this Lease, the Tenant shall lawfully, peaceably and quietly have, hold, occupy and enjoy the Premises

during the term hereof, the foregoing covenant of quiet enjoyment is in addition to and not in lieu of the Tenant's rights of quiet enjoyment under common law.

14.3 INVALIDITY OF PARTICULAR PROVISIONS

If any term or provision of this Lease, or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

14.4 PROVISIONS BINDING, ETC.

Except as herein otherwise expressly provided, the terms hereof shall be binding upon and shall inure to the benefit of the successors and assigns, respectively, of the Landlord and the Tenant. Each term and each provision of this Lease to be performed by the Tenant and the Landlord shall be construed to be both a covenant and a condition.

14.5 RECORDING

The Landlord and the Tenant agree to record this Lease, or to execute, acknowledge and deliver a notice of lease referencing, without limitation, Tenant's option to extend the term of this Lease in form reasonably acceptable to Tenant. Any such document shall expressly state that it is executed pursuant to the provisions contained in this Lease, and is not intended to vary the terms and conditions of this Lease.

14.6 NOTICES

Whenever, by the terms of this Lease, a notice shall or may be given either to the Landlord or to the Tenant, such notice shall be in writing and shall be sent by hand delivery or by registered or certified mail, return receipt requested, postage prepaid as follows:

If intended for the Landlord, addressed to the Landlord at the address set forth on the first page of this Lease with a copy to Landlord's attorneys: Richard M. Cotter, Esq., Wilson, Orcutt, Cotter & Greenberg, P.C., 201 Great Road, Acton, Massachusetts 01720 and, if intended for the Tenant, addressed to the Tenant at the address set forth on the first page of this Lease with a copy to Tenant's attorney: Norman P. Cohen, Esq., Palmer & Dodge, One Beacon Street, Boston, Massachusetts 02108 or to such other address or addresses as may from time to time hereafter be designated by either party by like notice.

All such notices shall be effective upon receipt or upon refusal to receive.

14.7 PARAGRAPH HEADINGS

The paragraph headings throughout this instrument are for convenience and reference only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Lease.

14.8 NO BROKERAGE

Each party warrants and represents to the other that each has dealt with no broker in connection with the consummation of this Lease, and, in the event of any brokerage claims against one party predicated upon prior dealings with the other party, the other party agrees to defend the same and indemnify the one party against any such claim.

14.9 WHEN LEASE BECOMES BINDING

This document shall become effective and binding only upon the execution and delivery hereof by both the Landlord and the Tenant. All negotiations, consideration, representations and understandings between the Landlord and the Tenant are incorporated herein and may be modified or altered only by written agreement between the Landlord and the Tenant, and no act or omission of any employee or agent of the Landlord shall alter, change or modify any of the provisions hereof.

14.10 STATUS REPORT; MODIFICATION

Recognizing that both parties may find it necessary to establish to third parties, such as accountants, mortgagees or the like, the then current status of performance hereunder, either party, on the request of the other made from time to time, will promptly furnish a statement of the status of any matter pertaining to this Lease. Where either party's consent or approval is required hereunder, it shall not be unreasonably withheld or delayed.

14.11 SELF-HELP

Tenant shall have the right, but shall not be required, to pay such sums or do any act which requires the expenditure of moneys which may be necessary or appropriate by reason of the failure or neglect of the Landlord to perform any of the provisions of this Lease, and in the event of the exercise of such right, the Landlord agrees to pay all such sums forthwith upon demand.

14.12 HOLDING OVER

Any holding over by the Tenant after the expiration of the Lease Term shall be treated as a tenancy from month to month terminable upon sixty (60) days' notice by either Landlord or Tenant to the other and otherwise on the terms and conditions set forth in this Lease, so far as applicable.

14.13 NON-INTERFERENCE

~~Any action taken by the Landlord under this Lease shall~~
be taken in a manner so as not to interfere unreasonably with the Tenant's use and occupation of the Premises.

14.14 CONSENT

Where either party's consent or approval is required hereunder, it shall not be unreasonably withheld, delayed or qualified.

IN WITNESS WHEREOF, the parties hereto have caused this Lease to be executed, under seal, as of the date first written above.

LANDLORD: ROY C. SMITH, AS TRUSTEE OF
HIGH STREET PCRC TRUST

By _____
Roy C. Smith, not individually
but as Trustee

TENANT: TOWN OF ACTON, MASSACHUSETTS

By _____
not individually but as a
member of the Town of Acton
Board of Selectmen

By _____
not individually but as a
member of the Town of Acton
Board of Selectmen

By _____
not individually but as a
member of the Town of Acton
Board of Selectmen

STANDARD FORM CONDOMINIUM PURCHASE AND SALE AGREEMENT

From the Office of:

David Y. Barnard, Esquire
Palmer & Dodge
One Beacon Street
Boston, Massachusetts 02108

This _____ day of _____ 19 _____

1. PARTIES (fill in)

Roy C. Smith, as Trustee of the High Street RORC Trust, u/d/t dated March 5, 1987 and recorded with Middlesex South Registry of Deeds in Book 18611, Page 409 hereinafter called the SELLER, agrees to SELL and the Acton Housing Authority, acting by and through the Board of Selectmen of the Town of Acton, Massachusetts

hereinafter called the BUYER or PURCHASER, agrees to BUY, upon the terms hereinafter set forth, the following described premises:

2. DESCRIPTION (fill in and include title reference)

Unit No. _____ (the "Unit") of _____ (See Section 30) Condominium, (the "Condominium") created pursuant to Chapter 183A of the Massachusetts General Laws (the "Act") by Master Deed dated _____, 19 _____, and recorded with Middlesex South Registry of Deeds at Book _____, Page _____ (the "Master Deed"), together with (a) an undivided _____ percentage interest in both the common areas and facilities of the Condominium and the organization of unit owners through which the Condominium is managed and regulated, (b) the exclusive right to use the parking space and storage area, if any, assigned to the Unit, and (c) such other rights and easements appurtenant to the Unit as may be set forth in any document governing the operation of the Condominium, including without limitation the Master Deed, the By-Laws of the organization of unit owners, and any administrative rules and regulations adopted pursuant thereto (all of which are hereinafter referred to as the "Condominium Documents"). The above described premises are those conveyed to the SELLER by deed dated _____, 19 _____, and recorded with _____ Registry of Deeds Book _____, Page _____.

3. FIXTURES

Included in the sale as a part of the Unit are the fixtures belonging to the SELLER and used in connection therewith. The extent to which any of such fixtures belong to the SELLER may be governed in part by provisions contained in the Condominium Documents.

4. TITLE DEED (fill in)

Said premises are to be conveyed by a good and sufficient QUITCLAIM deed running to the BUYER, or to the nominee designated by the BUYER by written notice to the SELLER at least seven (7) days before the deed is to be delivered as herein provided, and said deed shall convey a good and clear record and marketable title thereto, free from encumbrances, except

**Include here by specific reference any restrictions, easements, rights and obligations not included in (e), leases, municipal and other liens, other encumbrances, and make provision to protect SELLER against BUYER'S breach of SELLER'S covenants in leases, where necessary.*

- (a) Provisions of existing building and zoning laws;
- (b) Such taxes for then current year as are not due and payable on the date of the delivery of such deed;
- (c) Any liens for municipal betterments assessed after the date of this agreement;
- (d) The provisions of the Act and the Condominium Documents including without limitation all obligations of the unit owners to pay a proportionate share of the common expenses of the Condominium;
- (e) All restrictions, easements and encumbrances referred to in the Condominium documents;

5. PLANS

If said deed refers to a plan necessary to be recorded therewith the SELLER shall deliver such plan with the deed in form adequate for recording or registration.

6. REGISTERED TITLE

In addition to the foregoing, if the title to said premises is registered, said deed shall be in form sufficient to entitle the BUYER to a memorandum certificate of title of said premises, and the SELLER shall deliver with said deed all instruments, if any, necessary to enable the BUYER to obtain such memorandum certificate of title.

7. PURCHASE PRICE (fill in); space is allowed to write out the amounts if desired

The agreed purchase price for said premises is SIXTY-FIVE THOUSAND DOLLARS (65,000) PER UNIT dollars, of which

\$ _____ have been paid as a deposit this day and

\$ 65,000 are to be paid at the time of delivery of the deed in cash, or by certified, cashier's, treasurer's or bank check.

\$ _____
\$ 65,000 TOTAL



8. TIME FOR PERFORMANCE; DELIVERY OF DEED (fill in) Such deed is to be delivered at ten o'clock A. M. on the See Section 31 day of 19 , at the Middlesex South Registry of Deeds, unless otherwise agreed upon in writing. It is agreed that time is of the essence of this agreement. as contemplated in the Plan (See Section 31)
9. POSSESSION and CONDITION of PREMISES. (attach a list of exceptions, if any) Full possession of said premises free of all tenants and occupants, except as herein provided, is to be delivered at the time of the delivery of the deed, said premises to be then (a) in the same condition ~~as they now are, reasonable use and wear thereof excepted~~, and (b) not in violation of said building and zoning laws, and (c) in compliance with the provisions of any instrument referred to in clause 4 hereof. The BUYER shall be entitled to an inspection of the Unit prior to the delivery of the deed in order to determine whether the condition thereof complies with the terms of this clause.
10. EXTENSION TO PERFECT TITLE OR MAKE PREMISES CONFORM (Change period of time if desired). shall If the SELLER shall be unable to give title or to make conveyance, or to deliver possession of the premises, all as herein stipulated, or if at the time of the delivery of the deed the premises do not conform with the provisions hereof, then ~~any payments made under this agreement shall be refunded and all other obligations of the parties hereto shall cease and this agreement shall be void and without recourse to the parties hereto, unless the SELLER elects to use reasonable efforts to remove any defects in title, or to deliver possession as provided herein, or to make the said premises conform to the provisions hereof, as the case may be, in which event the SELLER shall give written notice thereof to the BUYER at or before the time for performance hereunder, and thereupon the time for performance hereof shall be extended for a period of thirty (30) days.~~
11. FAILURE TO PERFECT TITLE OR MAKE PREMISES CONFORM, etc. If at the expiration of the extended time the SELLER shall have failed so to remove any defects in title, deliver possession, or make the premises conform, as the case may be, all as herein agreed, or if at any time during the period of this agreement or any extension thereof, the organization of unit owners shall fail to agree, within the time period set forth in the Act, if applicable, to proceed with such repair or restoration as may be necessary for such purposes, or shall expressly agree not to so proceed, or the holder of a mortgage on the Unit shall refuse to permit any insurance proceeds to be used for such purpose, then at the BUYER's option, any payments made under this agreement shall be forthwith refunded and all other obligations of all parties hereto shall cease and this agreement shall be void without recourse to the parties hereto.
12. BUYER'S ELECTION TO ACCEPT TITLE The BUYER shall have the election, at either the original or any extended time for performance, to accept such title as the SELLER can deliver to the said premises in their then condition and to pay therefor the purchase price without deduction, in which case the SELLER shall convey such title, except that in the event of such conveyance in accord with the provisions of this clause, if the said premises shall have been damaged by fire or casualty insured against by the organization of unit owners or by the SELLER, then the SELLER shall, on delivery of the deed, unless said premises have previously been restored to their former condition, pay over or assign to the BUYER all amounts recovered or recoverable by the SELLER on account of such insurance, and give the BUYER a credit against the purchase price equal to any amounts otherwise so recoverable which are retained by the holder of a mortgage on the Unit, less any amounts reasonably expended by the SELLER for any partial restoration.
13. ACCEPTANCE OF DEED The acceptance of a deed by the BUYER or his nominee as the case may be, shall be deemed to be a full performance and discharge of every agreement and obligation herein contained or expressed, except such as are, by the terms hereof, to be performed after the delivery of said deed.
14. USE OF PURCHASE MONEY TO CLEAR TITLE To enable the SELLER to make conveyance as herein provided, the SELLER may, at the time of delivery of the deed, use the purchase money or any portion thereof to clear the title of any or all encumbrances or interests, provided that all instruments so procured are recorded simultaneously with the delivery of said deed.
15. INSURANCE *Insert amount The SELLER represents that at the time of execution of this agreement, the organization of unit owners maintains insurance with respect to the Condominium as follows:
- | Type of Insurance | Amount of Coverage |
|-----------------------|--------------------|
| (a) Fire | *\$ See Section 32 |
| (b) Extended Coverage | |
| (c) | |
- Until the delivery of the deed, the SELLER shall maintain any supplemental insurance now in effect covering the Unit itself and any fixtures therein.
16. EVIDENCE OF INSURANCE At the time of the delivery of the deed, the SELLER shall deliver to the BUYER a certificate of the Condominium insurance referred to in clause 15 as then in effect. The procuring of any supplemental insurance shall be at the option and sole expense of the BUYER.

17. **ADJUSTMENTS** Collected rents, mortgage interest, taxes for the then current tax period and common expenses for the then current month shall be apportioned, as of the day of performance of this agreement and the net amount thereof shall be added to or deducted from, as the case may be, the purchase price payable by the BUYER at the time of delivery of the deed. Uncollected rents for the current rental period shall be apportioned if and when collected by either party. The SELLER's allocable share of any working capital reserve held by the organization of unit owners shall be assigned to the BUYER and the amount thereof shall be added to said purchase price.
18. **ADJUSTMENT OF UNASSESSED AND ABATED TAXES** If the amount of said taxes is not known at the time of the delivery of the deed, they shall be apportioned on the basis of the taxes assessed for the preceding year, with a reapportionment as soon as the new tax rate and valuation can be ascertained; and, if the taxes which are to be apportioned shall thereafter be reduced by abatement, the amount of such abatement, less the reasonable cost of obtaining the same, shall be apportioned between the parties, provided that neither party shall be obligated to institute or prosecute proceedings for an abatement unless herein otherwise agreed.
19. **BROKER'S FEE**
(fill in fee with dollar amount or percentage; also name of Broker(s)) ~~A broker's fee for professional services of is due from the SELLER to~~
No broker's fee is due to any broker
~~the Broker(s) herein, but if the SELLER pursuant to the terms of clause 22 hereof retains the deposit made hereunder by the BUYER, said Broker(s) shall be entitled to receive from the SELLER an amount equal to one-half the amount so retained or an amount equal to the broker's fee for professional services according to this contract, whichever is the lesser.~~
20. **BROKER(S) WARRANTY**
(fill in name) The Broker(s) named herein
~~warrant(s) that he (they) is (are) duly licensed as such by the Commonwealth of Massachusetts.~~
21. **DEPOSIT**
(fill in, or delete reference to broker(s) if SELLER holds deposit) ~~All deposits made hereunder shall be held by the broker(s) as agent for the SELLER, subject to the terms of this agreement and shall be duly accounted for at the time for performance of this agreement.~~
22. **BUYER'S DEFAULT; DAMAGES** If the BUYER shall fail to fulfill the BUYER'S agreements herein, all deposits made hereunder by the Buyer shall be retained by the SELLER as liquidated damages unless within thirty days after the time for performance of this agreement or any extension hereof, the SELLER otherwise notifies the BUYER in writing.
23. **SALE OF PERSONAL PROPERTY**
(fill in and attach list or delete entire clause) The BUYER agrees to buy from the SELLER the articles of personal property enumerated on the attached list for the price of \$ NONE and the SELLER agrees to deliver to the BUYER upon delivery of the deed hereunder, a warranty bill of sale therefor on payment of said price. The provisions of this clause shall constitute an agreement separate and apart from the provisions herein contained with respect to the real estate, and any breach of the terms and conditions of this clause shall have no effect or the provisions of this agreement with respect to the real estate.
24. **RELEASE BY HUSBAND OR WIFE** ~~The SELLER'S spouse hereby agrees to join in said deed and to release and convey all statutory and other rights and interests in said premises.~~
25. **BROKER AS PARTY** ~~The broker(s) named herein, join(s) in this agreement and become(s) a party hereto, in so far as any provisions of this agreement expressly apply to him (them), and to any amendments or modifications of such provisions to which he (they) agree(s) in writing.~~
26. **LIABILITY OF TRUSTEE, SHAREHOLDER, BENEFICIARY, etc.** If the SELLER or BUYER executes this agreement in a representative or fiduciary capacity, only the principal or the estate represented shall be bound, and neither the SELLER or BUYER so executing, nor any shareholder or beneficiary of any trust, shall be personally liable for any obligation, express or implied hereunder.
27. **WARRANTIES AND REPRESENTATIONS**
(fill in; if none, state "none"; if any listed, indicate by whom each warranty or representation was made) The BUYER acknowledges that the BUYER has not been influenced to enter into this transaction nor has he relied upon any warranties or representations not set forth or incorporated in this agreement or previously made in writing, except for the following additional warranties and representations, if any, made by either the SELLER or the Broker(s): NONE

multiple counterpart originals

28. CONSTRUCTION
OF AGREEMENT
**delete "triplicate"
and substitute
"quadruplicate"
if required.*

This instrument, executed in ~~triplicate~~ ^A_____ is to be construed as a Massachusetts contract, is to take effect as a sealed instrument, sets forth the entire contract between the parties, is binding upon and ensures to the benefit of the parties hereto and their respective heirs, devisees, executors, administrators, successors and assigns, and may be cancelled, modified or amended only by a written instrument executed by both the SELLER and the BUYER. If two or more persons are named herein as BUYER their obligations hereunder shall be joint and several. The captions and marginal notes are used only as a matter of convenience and are not to be considered a part of this agreement or to be used in determining the intent of the parties to it.

29. ADDITIONAL
PROVISIONS

At the time of the delivery of the deed, the SELLER shall deliver to the BUYER a statement from the organization of unit owners in recordable form and setting forth, in accordance with Section 6(d) of the Act, that there are no outstanding common expenses assessed against the Unit as of said time. The initialed riders, ~~if any~~, attached hereto, ~~are~~ incorporated herein by reference.

is

SELLER (or spouse)

SELLER

BUYER

BUYER

Broker(s)

EXTENSION

The time for the performance of the foregoing agreement is extended until _____ o'clock _____ M. on the _____ day of _____ 19____, time still being of the essence of this agreement as extended. In all other respects, this agreement is hereby ratified and confirmed.

Date _____

This extension, executed in triplicate, _____ is intended to take effect as a sealed instrument.

SELLER (or spouse)

SELLER

BUYER

BUYER

Broker(s)

RIDER TO PURCHASE AND SALE AGREEMENT BETWEEN ROY C. SMITH, AS
TRUSTEE OF THE HIGH STREET PCRC TRUST, AS SELLER AND THE
ACTON HOUSING AUTHORITY, AS BUYER

30. DESCRIPTION. The Seller agrees to convey the following Units, together with the undivided interest in the common areas and facilities of the respective condominium appurtenant to each of the following units as further described in the Condominium Documents to be recorded:

-
- (a) Unit #128 Audubon Lane, Phase II, Type A 1090 sq. ft.;
 - (b) Unit #4 Brewster Lane, Phase I, Type A, 1090 sq. ft.;
 - (c) Unit #25 Brewster Lane, Phase I, Type B, 1140 sq. ft.;
 - (d) Unit #2 Brewster Lane, Phase I, Type B, 1140 sq. ft.
 - (e) Unit #126 Audubon Lane, Phase II, Type B, 1140 sq. ft.

Each of the foregoing units shall be located in either the Audubon Hill North Condominium or the Audubon Hill South Condominium, to be established by the Seller pursuant to the Act.

31. TIME FOR PERFORMANCE. The date for performance of this Agreement is thirty (30) days following the Completion of Construction, as such term is defined in the Comprehensive Development Agreement between the Seller and the Town of Acton dated June 23, 1989, including the Plan referenced therein to be recorded with the Middlesex South Registry of Deeds and the Middlesex South Registry District of the Land Court herewith (the "Agreement"), of each of the units listed in Section 30 hereof.
32. INSURANCE. Until delivery of the deed, the Seller shall keep the premises insured as provided in Article VII of the Agreement.
33. NOTICE. Whenever by the terms of this Agreement notice shall or may be given either to the Buyer or to the Seller, such notice shall be deemed to have been given only if in writing and delivered or sent by registered or certified mail, postage prepaid, if intended for Seller to:

R. Smith Associates
292 Great Road
Acton, Massachusetts 01720

with a copy to:

Richard M. Cotter, Esq.
Wilson, Orcutt, Cotter & Greenberg, P.C.
201 Great Road
Acton, Massachusetts 01720

and if intended for the Buyer to:

The Town of Acton
Acton Town Hall
Acton, Massachusetts 01720
Attn: Town Manager

with a copy to:

Norman P. Cohen, Esq.
Palmer & Dodge
One Beacon Street
Boston, Massachusetts 02108

or to such other address as may be specified by either party to the other by like notice. All notices shall be effective when delivered.

EXHIBIT L
**STANDARD FORM
PURCHASE AND SALE AGREEMENT**

From the Office of:

David Y. Bannard, Esq.
Palmer & Dodge
One Beacon Street
Boston, Massachusetts 02108

This _____ day of _____ 19____

1. PARTIES
AND MAILING
ADDRESSES

(fill in)

Roy C. Smith, as Trustee of the High Street PCRC Trust, u/d/t dated March 5, 1987, recorded with the Middlesex Registry of Deeds in Book 18611, Page 409 hereinafter called the SELLER, agrees to SELL and

The Town of Acton, Massachusetts, a Massachusetts municipal corporation acting by and through its Board of Selectmen

hereinafter called the BUYER or PURCHASER, agrees to BUY, upon the terms hereinafter set forth, the following described premises:

2. DESCRIPTION
(fill in and include
title reference)

The Option A property described in Exhibit C and the Option B property described in Exhibit F attached hereto.

3. BUILDINGS,
STRUCTURES,
IMPROVEMENTS,
FIXTURES

(fill in or delete)

Included in the sale as a part of said premises are the buildings, structures, and improvements now thereon, and the fixtures belonging to the SELLER and used in connection therewith including, if any, all wall-to-wall carpeting, drapery rods, automatic garage door openers, venetian blinds, window shades, screens, screen doors, storm windows and doors, awnings, shutters, furnaces, heaters, heating equipment, stoves, ranges, oil and gas burners and fixtures appurtenant thereto, hot water heaters, plumbing and bathroom fixtures, garbage disposers, electric and other lighting fixtures, mantels, outside television antennas, fences, gates, trees, shrubs, plants, and, ONLY IF BUILT IN, refrigerators, air conditioning equipment, ventilators, dishwashers, washing machines and dryers; ~~and~~

~~but excluding~~

4. TITLE DEED
(fill in)

* Include here by specific reference any restrictions, easements, rights and obligations in party walls not included in (b), leases, municipal and other liens, other encumbrances, and make provision to protect SELLER against BUYER's breach of SELLER's covenants in leases, where necessary.

Said premises are to be conveyed by a good and sufficient quitclaim deed running to the BUYER, or to the nominee designated by the BUYER by written notice to the SELLER at least seven (7) days before the deed is to be delivered as herein provided, and said deed shall convey a good and clear record and marketable title thereto, free from encumbrances, except

- (a) Provisions of existing building and zoning laws;
- (b) Existing rights and obligations in party walls which are not the subject of written agreement;
- (c) Such taxes for the then current year as are not due and payable on the date of the delivery of such deed;
- (d) Any liens for municipal betterments assessed after the date of this agreement;
- (e) Easements, restrictions and reservations of record, if any, so long as the same do not prohibit or materially interfere with the current use of said premises;

*X

5. PLANS

If said deed refers to a plan necessary to be recorded therewith the SELLER shall deliver such plan with the deed in form adequate for recording or registration.

6. REGISTERED
TITLE

In addition to the foregoing, if the title to said premises is registered, said deed shall be in form sufficient to entitle the BUYER to a Certificate of Title of said premises, and the SELLER shall deliver with said deed all instruments, if any, necessary to enable the BUYER to obtain such Certificate of Title.

7. PURCHASE PRICE
(fill in); space is
allowed to write
out the amounts
if desired

The agreed purchase price for said premises is to be determined according to Section 30 hereof. ~~dollars, of which~~

\$
\$
\$

have been paid as a deposit this day and

are to be paid at the time of delivery of the deed in cash, or by certified, cashier's, treasurer's or bank check(s).

\$

\$

TOTAL



8. TIME FOR PERFORMANCE: DELIVERY OF DEED (fill in) Such deed is to be delivered at ten o'clock A. M. on the day determined according to Section 31 hereof, at the Middlesex South Registry of Deeds, unless otherwise agreed upon in writing. It is agreed that time is of the essence of this agreement.
9. POSSESSION AND CONDITION OF PREMISE. (attach a list of exceptions, if any) Full possession of said premises free of all tenants and occupants, except as herein provided, is to be delivered at the time of the delivery of the deed, said premises to be then (a) in the same condition as they now are, reasonable use and wear thereof excepted, and (b) not in violation of said building and zoning laws, and (c) in compliance with provisions of any instrument referred to in clause 4 hereof. The BUYER shall be entitled personally to inspect said premises prior to the delivery of the deed in order to determine whether the condition thereof complies with the terms of this clause.
10. EXTENSION TO PERFECT TITLE OR MAKE PREMISES CONFORM (Change period of time if desired). If the SELLER shall be unable to give title or to make conveyance, or to deliver possession of the premises, all as herein stipulated, or if at the time of the delivery of the deed the premises do not conform with the provisions hereof, then ~~any payments made under this agreement shall be forthwith refunded and all other obligations of the parties hereto shall cease and this agreement shall be void without recourse to the parties hereto, unless the SELLER elects to use reasonable efforts to remove any defects in title, or to deliver possession as provided herein, or to make the said premises conform to the provisions hereof, as the case may be, in which event the SELLER shall give written notice thereof to the BUYER at or before the time for performance hereunder, and thereupon the time for performance hereof shall be extended to a period of thirty (30) days.~~ shall at Buyer's election,
11. FAILURE TO PERFECT TITLE OR MAKE PREMISES CONFORM, etc. If at the expiration of the extended time the SELLER shall have failed so to remove any defects in title, deliver possession, or make the premises conform, as the case may be, all as herein agreed, or if at any time during the period of this agreement or any extension thereof, the holder of a mortgage on said premises shall refuse to permit the insurance proceeds, if any, to be used for such purposes, then any payments made under this agreement shall be forthwith refunded and all other obligations of the parties hereto shall cease and this agreement shall be void without recourse to the parties hereto.
12. BUYER'S ELECTION TO ACCEPT TITLE The BUYER shall have the election, at either the original or any extended time for performance, to accept such title as the SELLER can deliver to the said premises in their then condition and to pay therefore the purchase price without deduction, in which case the SELLER shall convey such title, except that in the event of such conveyance in accord with the provisions of this clause, if the said premises shall have been damaged by fire or casualty insured against, then the SELLER shall, unless the SELLER has previously restored the premises to their former condition, either
- (a) pay over or assign to the BUYER, on delivery of the deed, all amounts recovered or recoverable on account of such insurance, less any amounts reasonably expended by the SELLER for any partial restoration, or
- (b) if a holder of a mortgage on said premises shall not permit the insurance proceeds or a part thereof to be used to restore the said premises to their former condition or to be so paid over or assigned, give to the BUYER a credit against the purchase price, on delivery of the deed, equal to said amounts so recovered or recoverable and retained by the holder of the said mortgage less any amounts reasonably expended by the SELLER for any partial restoration.
13. ACCEPTANCE OF DEED The acceptance of a deed by the BUYER or his nominee as the case may be, shall be deemed to be a full performance and discharge of every agreement and obligation herein contained or expressed, except such as are, by the terms hereof, to be performed after the delivery of said deed.
14. USE OF MONEY TO CLEAR TITLE To enable the SELLER to make conveyance as herein provided, the SELLER may, at the time of delivery of the deed, use the purchase money or any portion thereof to clear the title of any or all encumbrances or interests, provided that all instruments so procured are recorded simultaneously with the delivery of said deed.
15. INSURANCE *Insert amount (list additional types of insurance and amounts as agreed) Until the delivery of the deed, the SELLER shall maintain insurance on said premises as follows:
- | Type of Insurance | Amount of Coverage |
|--------------------------------|-----------------------------------|
| (a) Fire and Extended Coverage | as provided in Section 32 hereof. |
| (b) | |
16. ADJUSTMENTS (list operating expenses, if any, or attach schedule) Collected rents, mortgage interest, water and sewer use charges, operating expenses (if any) according to the schedule attached hereto or set forth below, and taxes for the then current fiscal year, shall be apportioned and fuel value shall be adjusted, as of the day of performance of this agreement and the net amount thereof shall be added to or deducted from, as the case may be, the purchase price payable by the BUYER at the time of delivery of the deed. Uncollected rents for the current rental period shall be apportioned if and when collected by either party.

17. ADJUSTMENT OF UNASSESSED AND ABATED TAXES If the amount of said taxes is not known at the time of the delivery of the deed, they shall be apportioned on the basis of the taxes assessed for the preceding fiscal year, with a reapportionment as soon as the new tax rate and valuation can be ascertained; and, if the taxes which are to be apportioned shall thereafter be reduced by abatement, the amount of such abatement, less the reasonable cost of obtaining the same, shall be apportioned between the parties, provided that neither party shall be obligated to institute or prosecute proceedings for an abatement unless herein otherwise agreed.
18. BROKER'S FEE
(fill in fee with dollar amount or percentage; also name of Brokerage firm(s)) No
A Broker's fee for professional services of is due from the SELLER: ~~10%~~
~~the Broker(s) herein, but if the SELLER pursuant to the terms of clause 21 hereof retains the deposits made hereunder by the BUYER, said Broker(s) shall be entitled to receive from the SELLER an amount equal to one-half the amount so retained or an amount equal to the Broker's fee for professional services according to this contract, whichever is the lesser.~~
19. BROKER(S) WARRANTY
(fill in name) The Broker(s) named herein warrant(s) that the Broker(s) is(are) duly licensed as such by the Commonwealth of Massachusetts.
20. DEPOSIT
(fill in name) All deposits made hereunder shall be held in escrow by as escrow agent subject to the terms of this agreement and shall be duly accounted for at the time for ~~performance of this agreement.~~
21. BUYER'S DEFAULT; DAMAGES If the BUYER shall fail to fulfill the BUYER's agreements herein, all deposits made hereunder by the BUYER shall be retained by the SELLER as liquidated damages unless within thirty days after the time for performance of this agreement or any extension hereof, the SELLER otherwise notifies the BUYER in writing.
22. RELEASE BY HUSBAND OR WIFE The SELLER's spouse hereby agrees to join in said deed and to release and convey all statutory and other rights and interests in said premises.
23. BROKER AS PARTY The Broker(s) named herein join(s) in this agreement and become(s) a party hereto, insofar as any provisions of this agreement expressly apply to the Broker(s), and to any amendments or modifications of such provisions to which the Broker(s) agree(s) in writing.
24. LIABILITY OF TRUSTEE, SHAREHOLDER, BENEFICIARY, etc. If the SELLER or BUYER executes this agreement in a representative or fiduciary capacity, only the principal or the estate represented shall be bound, and neither the SELLER or BUYER so executing, nor any shareholder or beneficiary of any trust, shall be personally liable for any obligation, express or implied, hereunder.
25. WARRANTIES AND REPRESENTATIONS
(fill in); if none, state "none"; if any listed, indicate by whom each warranty or representation was made The BUYER acknowledges that the BUYER has not been influenced to enter into this transaction nor has he relied upon any warranties or representations not set forth or incorporated in this agreement or previously made in writing, except for the following additional warranties and representations, if any, made by either the SELLER or the Broker(s): None
26. MORTGAGE CONTINGENCY CLAUSE
(omit if not provided for in Offer to Purchase) ~~In order to help finance the acquisition of said premises the BUYER shall apply for a conventional bank or other institutional mortgage loan of \$ _____ at prevailing rates, terms and conditions. If despite the BUYER's diligent efforts a commitment for such loan cannot be obtained on or before _____, 19____, the BUYER may terminate this agreement by written notice to the SELLER and/or the Broker(s), as agent(s) for the SELLER, prior to the expiration of such time, whereupon any payments made under this agreement shall be forthwith refunded and all other obligations of the parties hereto shall cease and this agreement shall be void without recourse to the parties hereto. In no event will the BUYER be deemed to have used diligent efforts to obtain such commitment unless the BUYER submits a complete mortgage loan application conforming to the foregoing provisions on or before _____.~~ 19

27. CONSTRUCTION
OF AGREEMENT

This instrument, executed in multiple counterparts, is to be construed as a Massachusetts contract, is to take effect as a sealed instrument, sets forth the entire contract between the parties, is binding upon and enures to the benefit of the parties hereto and their respective heirs, devisees, executors, administrators, successors and assigns, and may be cancelled, modified or amended only by a written instrument executed by both the SELLER and the BUYER. If two or more persons are named herein as BUYER their obligations hereunder shall be joint and several. The captions and marginal notes are used only as a matter of convenience and are not to be considered a part of this agreement or to be used in determining the intent of the parties to it.

28. LEAD PAINT
LAW

The parties acknowledge that, under Massachusetts law, whenever a child or children under six years of age resides in any residential premises in which any paint, plaster or other accessible material contains dangerous levels of lead, the owner of said premises must remove or cover said paint, plaster or other material so as to make it inaccessible to children under six years of age.

29. SMOKE
DETECTORS

The SELLER shall, at the time of the delivery of the deed, deliver a certificate from the fire department of the city or town in which said premises are located stating that said premises have been equipped with approved smoke detectors in conformity with applicable law.

30. ADDITIONAL
PROVISIONS

The initialed riders, ~~if any~~, attached hereto, ^{is} ~~are~~ incorporated herein by reference.

FOR RESIDENTIAL PROPERTY CONSTRUCTED PRIOR TO 1978, BUYER MUST ALSO HAVE SIGNED
LEAD PAINT "PROPERTY TRANSFER NOTIFICATION CERTIFICATION"

NOTICE: This is a legal document that creates binding obligations. If not understood, consult an attorney.

SELLER (or spouse)

SELLER

BUYER

BUYER

Broker(s)

EXTENSION OF TIME FOR PERFORMANCE

Date _____

The time for the performance of the foregoing agreement is extended until _____ o'clock _____ M. on the _____ day of _____ 19____ time still being of the essence of this agreement as extended. In all other respects, this agreement is hereby ratified and confirmed.

This extension, executed in multiple counterparts, is intended to take effect as a sealed instrument.

SELLER (or spouse)

SELLER

BUYER

BUYER

Broker(s)